

**SUPPLEMENTAL DECLARATION SUBMITTING
GLENWOOD PLACE CONDOMINIUM PHASE 17
TO THE OREGON CONDOMINIUM ACT**

THIS DECLARATION is made and executed by Hayden Corporation, dba Hillman Properties Northwest, a Delaware Corporation, hereinafter called "Declarant".

By document entitled Declaration Submitting Glenwood Place Condominium Phase 1 to the Oregon Condominium Act, recorded November 22, 1983, in Multnomah County Records, Declarant created a condominium known as GLENWOOD PLACE CONDOMINIUM located in Multnomah County, Oregon. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 2 to the Oregon Condominium Act, recorded February 17, 1984, in Multnomah county Records, Declarant submitted Phase 2 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 3 to the Oregon Condominium Act, recorded September 24, 1984, in Multnomah County Records, Declarant submitted Phase 3 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 4 to the Oregon Condominium Act, recorded October 22, 1985, in Multnomah County Records, Declarant submitted Phase 4 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 5 to the Oregon Condominium Act, recorded December 17, 1985, in Multnomah County Records, Declarant submitted Phase 5 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 6 to the Oregon Condominium Act, recorded August 21, 1986, in Multnomah County records, Declarant submitted phase 6 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 7 to the Oregon Condominium Act, recorded November 20, 1986, Declarant submitted Phase 7 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 8 to the Oregon Condominium Act, recorded December 5, 1986, Declarant submitted Phase 8 of the project to the Condominium. By document entitled Supplemental Declaration submitting Glenwood Place Condominium Phase 9 to the Oregon Condominium Act, recorded April 6, 1987, Declarant submitted Phase 9 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 10 to the Oregon Condominium Act, recorded May 27, 1987, Declarant submitted Phase 10 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 11 to the Oregon Condominium Act, recorded April 6, 1988, Declarant submitted Phase 11 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 12 to the Oregon Condominium Act, recorded June 30, 1988, Declarant submitted Phase 12 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 13 to the Oregon Condominium Act, recorded September 12, 1988, Declarant submitted Phase 13 of the project to the Condominium. By document entitled Supplemental Declaration Submitting Glenwood Place Condominium Phase 14 to the Oregon Condominium Act, recorded January 23, 1989, Declarant submitted phase 14 of the project to the Condominium. By document entitled

Supplemental Declaration Submitting Glenwood Place Condominium Phase 15 to the Oregon Condominium Act, recorded March 22, 1989. By document entitled Supplemental Declaration Submitting Glenwood Pace Condominium Phase 16 to the Oregon Condominium Act recorded August 17, 1989. Declarant submitted Phase 16 of the project to the Condominium. The purpose of this Supplemental Declaration is to submit Phase 17 of the project to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

1.1 "ACT" means the Oregon Condominium Act.

1.2 "Association" means the Association of Unit Owners of Glenwood Place Condominium.

1.3 "Board of Directors" means the directors selected pursuant to the provisions of this Declaration and the By-Laws to govern the affairs of the Association.

1.4 "By-Laws" means the By-Laws of the Association adopted as provided herein, as the same may be amended from time to time.

1.5 "Declarant" means Hayden Corporation, dba Hillman Properties Northwest, and its successors and assigns.

1.6 "Plat" means the plat of Glenwood Place Condominium, recorded simultaneously with the recording of this Declaration.

1.7 "Incorporation by Reference". Except as otherwise provided in this Declaration, each of the terms used herein shall have the meaning set forth in OARS 94.004, a part of the Act.

2. PROPERTY SUBMITTED. The land submitted hereunder is held by Declarant in fee simple estate. It is located in Multnomah County, Oregon, and is more particularly described in Exhibit A attached hereto. The property submitted hereunder includes the land so described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

3. NAME. The name by which the property submitted hereunder shall be known is "Glenwood Place Condominium".

4. GENERAL DESCRIPTION OF BUILDINGS.

Phase 17 consists of 1 building, designated Building 18. Building 18 contains 6 units. The building is two-story, of wood frame construction, with brick veneer and wood siding, concrete foundation and on grade slab floor, and composition roof.

5. UNITS.

5.1 General Description of Units. Phase 17 consists of 8 units, designated Unit 121 through Unit 128. Units 121, 122, 125 and 126 are located in the first story of Building 18. Units 123, 124, 127 and 128 are located in the second story of Building 18. Units 121 and 123 each contain an entry, kitchen, dining room, living room, one bedroom, and one bathroom, and enclose approximately 769 square feet. Units 122 and 124 each contain an entry, kitchen, dining room, living room, two bedrooms, two bathrooms, and enclose approximately 1,266 square feet. Units 125 and 127 each contain an entry, kitchen, dining room, living room, bedroom, den, and two bathrooms, and enclose approximately 950 square feet. Units 126 and 128 each contain an entry, kitchen, dining room, living room, two bedrooms, two bathrooms and encloses approximately 1064 square feet.

The dimensions, designation, and location of each unit are shown in the Plat filed simultaneously herewith and made a part of this Declaration as if fully set forth herein.

5.2 Boundaries of Units. Each unit shall be bounded by the interior unfinished surfaces of its perimeter and bearing walls, floors, and ceilings. All lath, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be a part of the unit and all other portions of said walls, floors or ceilings shall be part of the common elements. The unit shall include windows, window frames, exterior and interior doors, door frames, air space, non-bearing interior partitions, and all other appliances, fixtures and improvements contained therein. In addition, each unit shall include the outlet of any utility service lines, including but not limited to water, sewerage, gas, electricity, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

5.3 Use of Units. The units shall be occupied and used by the respective Owners only as a private dwelling for the Owner, family, tenant and social guests and for no other purposes. The Owners of the respective units shall have the right to lease the same, provided that such lease is made subject to the covenants and restrictions contained in this Declaration and is further subject to the By-Laws, rules and regulations of the Association.

6. COMMON ELEMENTS.

6.1 General Common Elements. The general common elements consist of the following, to the extent they exist on the property, and except as portions thereof are expressly designated in this Declaration as part of a unit or limited common element:

(a) The land, pathways, driveways, fences, grounds, undesignated parking spaces, recreational facilities and outside storage spaces.

(b) The foundations, columns, girders, beams, supports, bearing walls, perimeter walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s);

(c) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any units;

(d) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use; and

(e) All other elements of any building necessary or convenient to its existence, maintenance and safety, or normally in common use.

6.2 Limited Common Elements. The following constitute limited common elements, the use of which shall be restricted to the unit(s) to which they pertain:

(a) Each unit is assigned the patio or deck which adjoins the unit as shown on the Plat.

(b) Units 121, 122, 123, and 124 are jointly assigned the enclosed entry connecting the front doors of those units; Units 125, 126, 127, and 128 are jointly assigned the entry connecting the front doors of those units. The enclosed entry includes the landing and stairs, but not the covered porch, as shown on the Plat.

(c) Each unit is assigned the enclosed garage space which bears the number of the unit as shown on the recorded plat for Phase 15.

6.3 Undivided Interest in Common Elements. Each unit is allocated an equal undivided fractional interest in the common elements as shown on Exhibit B. The allocation reflects each unit's equal right to use and enjoy the general common elements. Each unit's undivided interest shall be deemed to be conveyed or encumbered with conveyance of said unit; even though the description in the instrument of conveyance or encumbrance may refer only to title in the unit.

6.4 Use of Common Elements. No person shall use the common elements of any part thereof in any manner contrary to or not in accordance with this Declaration, the By-Laws or such rules and regulations pertaining thereto which from time to time may be promulgated by the Board of Directors.

6.5 Maintenance, Repair, and Replacement. Except to the extent it is imposed on the Unit Owners by this Declaration or the By-Laws, the necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the By-Laws. Nothing herein, however, shall be construed so as to preclude the Board of Directors from delegating such duties to individuals or entities.

7. COMMON PROFITS AND COMMON EXPENSES. The common profits shall be allocated among the Units Owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that no such profits shall be distributed among the Unit Owners and shall be used solely for purposes of maintaining, repairing, and replacing the common elements or other expenses of the Association. The common expenses shall be assessed to the Unit Owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that Unit Owners may be assessed additional amounts individually for common expenses incurred throughout such Unit Owner's fault or direction or as otherwise provided in the By-Laws.

8. PLAN OF DEVELOPMENT. Declarant may annex additional property in the future to this Condominium by adding additional phases.

8.1 Maximum Number of Phases. Declarant has already submitted Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 and hereby submits Phase 17 to the condominium form of ownership. Declarant reserves the right to add up to 3 additional phases to the Condominium (for a total of 20 phases) and to annex such additional phases by filing supplemental declarations pursuant to the Act. No additional phase shall be added and annexed after 12 years following the recording of the Declaration submitting Phase 1. Declarant may add less than 3 additional phases and may change the order in which the various phases are annexed.

8.2 Maximum Number of Units. Phase 1 contains 8 units. Phase 2 contains 12 units. Phase 3 contains 8 units. Phase 4 contains 8 units. Phase 5 contains 8 units. Phase 6 contains 8 units. Phase 7 contains 6 units. Phase 8 contains 8 units. Phase 9 contains 8 units. Phase 10 contains 8 units. Phase 11 contains 8 units. Phase 12 contains 8 units. Phase 13 contains 8 units. Phase 14 contains 4 units. Phase 15 contains 4 units. Phase 16 contains 6 units. Phase 17 contains 8 units. Declarant reserves the right to develop up to 16 additional units in subsequent phases, for a total of 144 units in the Condominium. Declarant may develop less than 16 additional units.

8.3 Future Units. Declarant reserves the right to modify the floor plan, the architectural style, the size, and the materials used in future units.

8.4 Right to Presell. Declarant may presell condominium units prior to construction and may require that up to 100 percent of the units of each phase be sold prior to electing to proceed with the construction of the units in that phase.

8.5 Additional Common Elements. Declarant does not propose to include additional common elements in subsequent phases which may increase the proportionate amount of the common expenses payable by Owners of units in Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

8.6 Fractional Interest in Common Elements. Each unit is allocated an equal undivided fractional ownership interest in the common elements. Each unit's equal undivided interest shall be deemed to be conveyed or encumbered with conveyance or encumbrance of said unit, even though the description in the instrument of conveyance or encumbrance may refer only to title in the unit.

The method used to establish the allocation of undivided interest in the common elements of each unit at each phase of the development reflects each unit's equal right of use and enjoyment in the general common elements.

The fractional interest in the common elements of units in Phase 17 will change if additional phases are annexed to the Condominium. At each phase, the numerator of the fraction will be one (1), and the denominator will be the total number of declared units. If Declarant elects to develop a total of 144 units, each unit in Phase 17 will have an undivided 1/144 fractional interest in the common elements.

9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in subsection (1) of OARS 94.280 is David Larimer, and his place of business within the State of Oregon is 900 N. Tomahawk Island Drive, Portland, Oregon 97217.

10. EASEMENTS AND ENCROACHMENTS.

10.1 Right of Access. The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. In case of emergency originating in or threatening his unit, or other portion of the Condominium, each Unit Owner hereby grants the right of entry to any person authorized by the Board of Directors or the Association, whether or not the Owner is present at the time. Each Unit Owner shall, upon request, leave a key to his unit with the Board of Directors to be used in such emergencies.

10.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlements, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in the Act the rights and obligations of Owners shall not be altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affecting the marketability of title to any unit.

10.3 Granting of Interest Affecting Common Elements. The Association shall have the authority to grant easements, rights of way, licenses or other similar interests affecting the general common elements. The instrument granting any such interest shall be executed by the Chairman and Secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least 75 percent of all votes of the Unit Owners.

11. VOTING RIGHTS. The Owners or co-Owners of each unit shall be entitled to one vote per unit.

12. ASSOCIATION OF UNIT OWNERS.

12.1 Organization; Adoption of By-Laws. Upon the execution and recording of the Declaration submitting Phase 1, the Association was formed to serve as a means through which the Unit Owners may take action with regard to the administration, management, and operation of the Condominium. Declarant simultaneously adopted and recorded By-Laws for the Association.

12.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association, and membership therein shall be limited to Unit Owners only. The affairs of the Association shall be governed by a Board of Directors as provided in the By-Laws.

12.3 Power and Duties of the Association. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, together with such additional powers and duties contained in this Declaration and the By-Laws.

12.4 Declarant Control of Association; Interim Board of Directors. Declarant has appointed an interim Board of Directors for the Association. Declarant hereby reserves the right to control the Association until the earlier of: a) the date of conveyance to persons other than Declarant of 75 percent of the units in the last phase which Declarant may submit to this project, or b) seven years from the date the first unit is conveyed. The interim directors shall serve until the turnover meeting is held as provided in the By-Laws.

12.5 Management Agreements, Contract, and Leases. The Board of Directors, including the interim Board of Directors, shall have the right to contract with a professional manager or management firm to manage the affairs of the Association. However, if entered into prior to the turnover meeting of the Condominium, no management agreement, service contract or employment contract which is directly made by or on behalf of the Association, the Board of Directors, or the Unit Owners as a group shall be in excess of three years and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty days written notice to the other party given not later than sixty days after the turnover meeting.

13. MORTGAGEES.

13.1 Definition of Mortgagee. "Mortgagee" as used herein shall include the beneficiary of a trust deed.

13.2 Notice to Association. At the request of the Board of Directors, each Owner shall promptly supply to the Board the name and address of the mortgagee or mortgagees of his unit.

13.3 Notice of Default by Mortgagor. The Board of Directors shall give each first mortgagee who requests the same written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligation under the Declaration, By-Laws, and rules and regulations adopted thereunder, which is not cured within 60 days.

13.4 Mortgagee Exempt from Certain Restrictions. Any first mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "rights of first refusal" on the sale or rental of the mortgaged unit, and any restrictions on the posting of signs pertaining to the sale or rental of the unit.

13.5 Written Approval of Mortgagees Required in Certain Cases. Unless 51 percent of all first mortgagees of individual units have given their prior written approval, the Association shall not:

(a) Change the pro rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and for (2) determining the pro rata share of ownership of each unit in the common elements;

(b) Partition or subdivide any unit;

(c) By act or omission, seek to abandon or terminate the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer to common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) Use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Condominium projects; and

(f) Otherwise materially amend this Declaration in any manner substantially affecting the rights of the first mortgagees.

13.6 Professional Management. Upon written request of the holders of at least 51 percent of the first mortgages on units in the Condominium project, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for

professional management shall provide that the management contract may be terminated for cause on 30 days' written notice.

Without the prior written approval of the mortgage holders of 51 percent of the first mortgages of the units in the Condominium project, the Association may not affect any decision to terminate professional management and assume self management of the Condominium. Additionally, if professional management has previously been required by a mortgage holder, any such decision to establish self-management shall require prior consent of the Owners of units to which 67 percent of all the votes in the Association are allocated.

13.7 Discharge of Lien upon Foreclosure. Where the purchaser of a unit obtains title to a unit as a result of foreclosure of the first mortgage or first trust deed, such purchaser, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all the Unit Owners including such purchaser, his successors and assigns. Provisions of this section shall apply only to mortgagees of a first mortgage of record or beneficiaries of a first trust deed of record constituting first liens against the unit or purchaser holding under them. Junior lien holders or purchasers under them who acquire title to a unit as a result of foreclosure of such junior lien shall take title subject to the lien of any unpaid expenses.

13.8 Proxy Held by Mortgagee in Certain Cases. The first mortgagee may attend a meeting of the Association with the proxy of the mortgagor of said unit for the purpose of voting to maintain the common elements; provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association has failed to maintain the common elements in a sufficient manner to prevent excessive wear and tear. Any first mortgagee shall, upon written request to the Association, be entitled to receive the same notice of all meetings thereof as is required to be given the members of the Association, and shall be entitled to attend all such meetings through the duly appointed representative; regardless of whether entitled to vote thereat by proxy as above provided.

13.9 Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records (including the Declaration, By-Laws, rules, and regulations and financial statements) of the Association upon written request. Such books and records shall be available for duplication at reasonable times; a mortgagee shall be entitled to have an audited financial statement prepared at his own expense if such audited statement is not otherwise available; the Association, its Board of Directors and its officers shall cooperate to facilitate the necessary auditing and review process.

14. AMENDMENT.

14.1 Approval Required. Except as may otherwise be provided in this Declaration or by the Act, the Declaration may be amended if such amendment is approved by 75 percent or more of all votes of the Unit Owners. No amendment may change the allocation of undivided

interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the Owners of the affected units and the holders of any mortgage or trust deed on such unit.

No amendment may reduce or eliminate the rights of first mortgagees set forth herein without the written consent of 51 percent of all such first mortgagees.

14.2 Recordation. The amendment shall be effective upon recordation of the Declaration as amended or of the amendment thereto, certified by the chairman and secretary of the Association as being adopted in accordance with the Declaration and the provisions of OARS 94.004 to 94.480 and 94.991, and approved by the Real Estate Commissioner, in the Deed Records of Multnomah County.

14.3 Change of Person to Receive Service of Process. The Board of Directors of the Association may elect to designate a person other than the one named in this Declaration to receive service of process. Upon adoption of a resolution by the Board of Directors in accordance with the By-Laws, the Board of Directors, without the need for further action by the Association or approval under OARS 94.036 and 94.0059, shall record an amendment to the Declaration. The amendment shall be certified by the chairman and the secretary of the Association, and shall state the name of the successor with the successor's residence or place of business as required by OARS 94.029(1)(j), that the person named in the amendment has consented to the designation and that the resolution was duly adopted by the Association.

15. DECLARANT'S RIGHTS.

Notwithstanding any provision to the contrary in this Declaration or the By-Laws, Declarant shall have the following special rights:

15.1 Amendment to Declaration and By-Laws. No amendment to the Declaration and By-Laws shall be effective without the written consent of Declarant until such time as 75 percent of the units in the last phase which Declarant may submit in this project have been conveyed to persons other than Declarant. No amendment may limit or diminish any right of Declarant reserved under the Declaration, the Act, or any other special declarant right without the written consent of Declarant until such time as Declarant waives in writing this right of consent.

15.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements without the written consent of Declarant as long as Declarant owns more than two units or five percent of the units submitted to the Condominium, whichever is greater, or the time period specified in the Declaration during which Declarant may annex additional phases, has not expired.

15.3 Development Easement. Declarant and its agents shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing any portion of the Condominium,

discharging and obligation of Declarant, and/or carrying out sales and rentals and advertisements thereof, including posting signs on the property. Declarant shall have the right to use units owned by Declarant as model units and shall have the right to use a unit as a sales office.

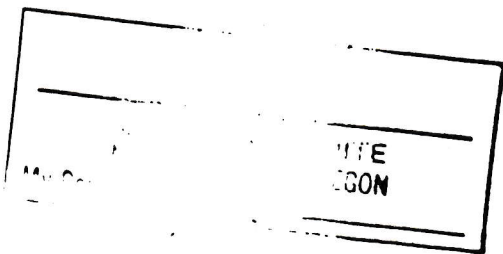
15.4 Other. Declarant shall be entitled to any and all other special declarant rights, in addition to those specified herein, that are reserved for the benefit of or created by the Declarant under the Declaration, By-Laws, or the provisions of the Act.

16. SEVERABILITY. Each provision of this Declaration and the By-Laws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the By-Laws.

17. CONFLICTING PROVISIONS.

In the event of a conflict between or among the Declaration, By-Laws, and any administrative rules and regulations, the provisions of the Declaration shall be paramount to the By-Laws and the rules for regulations. For purposes of this section, the term "Declaration" shall include all amendments and the term "By-Laws" shall include all amendments.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 11th day of September, 1989.



HAYDEN CORPORATION, dba
HILLMAN PROPERTIES NORTHWEST

By David S. Larimer
David S. Larimer
Executive Vice President

By Roy Brown
Roy Brown
Senior Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared David S. Larimer and Roy Brown, who, being duly sworn, each for himself and not one for the other, did say that the former is the Executive Vice President and that the latter is the Sr. Vice President of Hayden Corporation, dba Hillman Properties Northwest, a Delaware Corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Carol K. White
Notary Public for Oregon
My Commission Expires: 7/10/92

EXHIBIT A

GLENWOOD PLACE CONDOMINIUM - PHASE 17

That portion of Lot 1, Block 11, SUMMERPLACE (PHASE II), in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the initial point set a 2 x 36 inch galvanized iron pipe with a brass cap stamped "Glenwood 16 -L.S. 1332" at surface of concrete sidewalk; said initial point being located West 672.14 feet and North 2863.34 feet from the South quarter corner of Section 25, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon; thence North 120.48 feet; thence East 92.61 feet; thence South 6° 23' 52" East 66.03 feet; thence South 8° 08' 00" East 42.14 feet to a point of curvature with a 987.00 foot radius curve; thence along said curve to the right, through a central angle of 6° 04' 22", an arc distance of 104.61 feet; thence West 62.79 feet; thence North 91.00 feet; thence West 52.43 feet to the initial point of beginning.

Containing 0.401 Acres±

Subject to and together with:

1. Limited access provisions contained in Deed from the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded:	April 17, 1952
Book:	1532
Page:	498
Records of:	Multnomah County

And also in deed recorded June 20, 1952, in Book 1544 Page 18 Records of Multnomah County.

2. An easement created by instrument, including the terms and provisions thereof,

Dated:	December 20, 1978
Recorded:	December 20, 1978
Book:	1318
Page:	1903
Records of:	Multnomah County
In Favor of:	Central County Service District
For:	Sewer
Affects:	The Common Area

Said easement was rerecorded January 25, 1979, in Book 1326, Page 363, and as delineated on the plat of Summerplace (Phase II) on Plat Book 1214, Page 19, Records of Multnomah County.

3. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof,

Recorded: March 13, 1979
Book: 1336
Page: 1987
Records of: Multnomah County

Said covenants, conditions, restrictions and easements were amended by instrument,

Recorded: October 29, 1980
Book: 1480
Page: 545
Records of: Multnomah County

Said covenants, conditions, restrictions, and easements were amended by instrument:

Recorded: April 12, 1984
Book: 1740
Page: 833

Said covenants, conditions, restrictions, and easements were amended by instrument:

Recorded: May 28, 1985
Book: 1826
Page: 742

Said covenants, conditions, restrictions, and easements were amended by instrument:

Recorded: March 10, 1989
Book: 2184
Page: 2088

Said covenants, conditions and restrictions contain among other things provisions for levies and assessments of the Summerplace Homeowners Association.

4. The By-Laws, including the terms and provisions thereof, of Summerplace Civic Association:

Recorded: December 5, 1979
Book: 1403
Page: 1964
Records of: Multnomah County

5. The By-Laws, including the terms and provisions thereof, of Summerplace

Recorded: September 30, 1986
Book: 1942
Page: 226

6. Declaration of Unit Ownership, including the terms and provision thereof and all Covenants, Conditions, Restrictions and Easements contained therein, which Condominium Declaration subjects said land improvements to the provisions of the Oregon Unit Ownership Laws.
For: Glenwood Place
Recorded: November 22, 1983
Book: 1707
Page: 1914

Said Declaration contains among other things, provision for levies and assessments of the Glenwood Place Condominium Association.

7. The By-Laws, including the terms and provisions thereof, of Glenwood Place Condominium
Recorded: November 22, 1983
Book: 1707
Page: 1929

8. An easement created by instrument, including the terms and provisions thereof,
Dated: March 12, 1986
Recorded: July 21, 1986
Book: 1922
Page: 612
In Favor Of: The Bureau of Water Works of the City of Portland
For: A water line (or lines) and its necessary appurtenances
Affects: The Common Area

9. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in CU 77-86/PD2-78a
Recorded: November 9, 1987
Book: 1971
Page: 1977

10. Articles of Incorporation of Summerplace Civic Association.

11. Declaration of Glenwood Place Condominium.

12. By-Laws of Glenwood Place Condominium Unit Owners Association.

13. Obligations imposed by City of Portland Ordinance No 157617, passed July 18, 1985.

14. Master Meter Water Service Agreement, recorded July 16, 1985, in Book 1837, Page 618, Records of Multnomah County.

EXHIBIT B

FRACTIONAL INTEREST IN COMMON ELEMENTS UPON ANNEXATION OF PHASE 17

Unit 1	1/128	Unit 47	1/128	Unit 93	1/128
Unit 2	1/128	Unit 48	1/128	Unit 94	1/128
Unit 3	1/128	Unit 49	1/128	Unit 95	1/128
Unit 4	1/128	Unit 50	1/128	Unit 96	1/128
Unit 5	1/128	Unit 51	1/128	Unit 97	1/128
Unit 6	1/128	Unit 52	1/128	Unit 98	1/128
Unit 7	1/128	Unit 53	1/128	Unit 99	1/128
Unit 8	1/128	Unit 54	1/128	Unit 100	1/128
Unit 9	1/128	Unit 55	1/128	Unit 101	1/128
Unit 10	1/128	Unit 56	1/128	Unit 102	1/128
Unit 11	1/128	Unit 57	1/128	Unit 103	1/128
Unit 12	1/128	Unit 58	1/128	Unit 104	1/128
Unit 13	1/128	Unit 59	1/128	Unit 105	1/128
Unit 14	1/128	Unit 60	1/128	Unit 106	1/128
Unit 15	1/128	Unit 61	1/128	Unit 107	1/128
Unit 16	1/128	Unit 62	1/128	Unit 108	1/128
Unit 17	1/128	Unit 63	1/128	Unit 109	1/128
Unit 18	1/128	Unit 64	1/128	Unit 110	1/128
Unit 19	1/128	Unit 65	1/128	Unit 111	1/128
Unit 20	1/128	Unit 66	1/128	Unit 112	1/128
Unit 21	1/128	Unit 67	1/128	Unit 113	1/128
Unit 22	1/128	Unit 68	1/128	Unit 114	1/128
Unit 23	1/128	Unit 69	1/128	Unit 115	1/128
Unit 24	1/128	Unit 70	1/128	Unit 116	1/128
Unit 25	1/128	Unit 71	1/128	Unit 117	1/128
Unit 26	1/128	Unit 72	1/128	Unit 118	1/128
Unit 27	1/128	Unit 73	1/128	Unit 119	1/128
Unit 28	1/128	Unit 74	1/128	Unit 120	1/128
Unit 29	1/128	Unit 75	1/128	Unit 121	1/128
Unit 30	1/128	Unit 76	1/128	Unit 122	1/128
Unit 31	1/128	Unit 77	1/128	Unit 123	1/128
Unit 32	1/128	Unit 78	1/128	Unit 124	1/128
Unit 33	1/128	Unit 79	1/128	Unit 125	1/128
Unit 34	1/128	Unit 80	1/128	Unit 126	1/128
Unit 35	1/128	Unit 81	1/128	Unit 127	1/128
Unit 36	1/128	Unit 82	1/128	Unit 128	1/128
Unit 37	1/128	Unit 83	1/128		
Unit 38	1/128	Unit 84	1/128		
Unit 39	1/128	Unit 85	1/128		
Unit 40	1/128	Unit 86	1/128		
Unit 41	1/128	Unit 87	1/128		
Unit 42	1/128	Unit 88	1/128		
Unit 43	1/128	Unit 89	1/128		
Unit 44	1/128	Unit 90	1/128		
Unit 45	1/128	Unit 91	1/128		
Unit 46	1/128	Unit 92	1/128		

The foregoing Supplemental Declaration is approved this
_____ day of _____, 1989.

Assessor and Tax Collector
for Multnomah County

The foregoing Supplemental Declaration is approved this
_____ day of _____, 1989.

Real Estate Commissioner

By _____

*My book has the declaration of Phase 1
This updates it as new buildings were completed, but I don't have
the final one - we have 144 units.*

*AND, NOBODY SEEMS TO HAVE ANY ORIGINAL DOCUMENTS
THAT SHOULD HAVE BEEN TURNED OVER BY HILLMAN.*